

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of Jeffrey S. Brooks
Application No. 09/855,890
Filed May 15, 2001
Confirmation No. 1494
Entitled FOOTWEAR

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TECHNOLOGY CENTER R3700

TO THE COMMISSIONER FOR PATENTS,
SIR:

CERTIFICATE UNDER 37 CFR 3.73(b)

Jeffrey S. Brooks, Inc., a corporation, certifies
that it is the assignee in the patent application identified
above by virtue of either:

A. ☒ An assignment from the inventor(s) of the
patent application identified above, for which a copy thereof
is attached.

OR

B. ☐ A chain of title from the inventor(s) of
the patent application identified above, to the current
assignee as shown below:

1. From _____
To _____

The document was recorded in the Patent and Trademark
Office at Reel _____, Frame _____, or for which a copy thereof
is attached.

2. From _____
To _____

The document was recorded in the Patent and Trademark
Office at Reel _____, Frame _____, or for which a copy thereof
is attached.

☐ Additional documents in the chain of title are
listed on a supplemental sheet.

☐ Copies of assignments or other documents in the
chain of title are attached.

The undersigned (whose title is supplied below) is
empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

11/21/03
Date


Signature

Jeffrey S. Brooks
Typed or Printed Name

President, JPB Inc
Title

Express Mail No. EL 910603305 US

ASSIGNMENT

WHEREAS, I, Jeffrey S. Brooks of St. Louis County, Missouri have invented an improvement in Footwear and have executed an application for a United States patent assigned Serial No. 09/855,890, filed May 15, 2001, which is a continuation of United States patent application Serial No. 09/379,764, filed August 24, 1999, abandoned;

AND, WHEREAS, JEFFREY S. BROOKS, INC. of Creve Coeur, Missouri, a corporation of the State of Missouri (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring certain rights thereunder;

NOW, THEREFORE, for one dollar and other good and valuable consideration, receipt of all of which is hereby acknowledged, I have agreed to and do hereby sell, assign, and transfer unto said ASSIGNEE the entire right, title, and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said invention, said United States applications, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue applications) based in whole or in part on said United States applications or in whole or in part on said invention, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said invention, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said invention or any part thereof;

TO BE HELD AND ENJOYED by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

AND I hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States patents which may be granted upon said United States applications or any of them, or upon said invention or any part thereof, to said ASSIGNEE;

AND I hereby agree for myself and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by said ASSIGNEE fully to secure to said ASSIGNEE its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

AND I hereby covenant for myself and my legal representatives, and agree with said ASSIGNEE, its successors and assigns, that I have granted no right or license to make, use or sell said invention, to anyone except said ASSIGNEE, that prior to the execution of this deed my right, title, and interest in said invention had not been otherwise encumbered, and that I have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, I have hereunto set my hand.

11/21/03

Date

Jeffrey S. Brooks

ACKNOWLEDGEMENT

STATE OF Missouri)

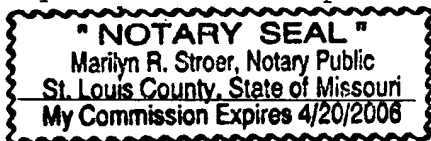
COUNTY OF St. Louis)

On this 21 day of November 2003, before me, a Notary Public, personally appeared Jeffrey S. Brooks to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Marilyn R. Stroer
Notary Public

My Commission Expires:



MEG/bcw